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CRIMINAL LAW—TRIAL—RIGHT OF ACCUSED TO ACT AS HIS OWN COUNSEL. — The defendant was tried on a charge of criminal conspiracy. After the evidence was all in, he discharged his attorneys and requested permission to make the closing argument. The court denied the request, and the case went to the jury without argument for the defendant. *Held*, that there was no error. *State v. Townley*, 182 N. W. 773 (Minn.).

A person *sui juris* charged with crime may try his own case. *Dietz v. State*, 149 Wis. 462, 136 N. W. 166; *Reg. v. Southee*, 4 F. & F. 864; *Reg. v. Yscudo*, 6 Cox C. C. 386. The danger of his making unsworn statements of fact to the jury is not important enough to deny him this right. This danger cannot be greater when he makes only the closing argument, and therefore cannot be a sound basis on which to rest the principal case. But the question remains how far a defendant waives his right by retaining counsel. Originally, in cases where a defendant was allowed counsel as to matters of fact and of law, if counsel conducted the trial as to matters of fact the accused had no right to make the closing argument. *Rex v. Perkins*, 1 C. & P. 548. This was simply a matter of the orderly conduct of the trial. *Rex v. White*, 3 Campb. 98. For the accused might be coached by counsel in examining witnesses, and then address the jury himself. See *Rex v. Perkins*, *supra*, at 549. The English courts have been increasingly lenient, and have even allowed both accused and counsel to address the jury. *Rex v. Pope*, 18 T. L. R. 717; *Reg. v. Doherty*, 16 Cox C. C. 306; *Reg. v. Walkling*, 8 C. & P. 243; *Reg. v. Malings*, 8 C. & P. 242. Cf. *Reg. v. Millhouse*, 15 Cox C. C. 622. But see *Reg. v. Taylor*, 1 F. & F. 535; *Reg. v. Rider*, 8 C. & P. 539; *Reg. v. Boucher*, 8 C. & P. 141; *Queen v. Burrows*, 2 M. & Rob. 124. No technical rules should determine the right of a defendant to discharge his counsel and continue the case in person. The principal case rightly holds it a matter of discretion. But it may be advisable to allow persons accused of political offenses, as was the defendant here, a greater scope than others. See Robert Ferrari, "Political Crime and Criminal Evidence," 3 MINN. L. REV. 365; "The Trial of Political Criminals, Here and Abroad," 66 DIAL, 647.

EMINENT DOMAIN—VALUATION—WHAT IS ADMISSIBLE EVIDENCE OF VALUE. — A verdict, in condemnation proceedings by the United States against the Cape Cod Canal, was based, *inter alia*, upon the following evidence, introduced by the owners over the government's exceptions: (1) utility to the government for military or naval purposes; (2) cost of reproduction in 1919 (three to four times the actual cost about five years earlier), introduced without any evidence that there was a market at the enhanced price; (3) opinion of an expert as to the prospective earning capacity of the property during the next twenty to twenty-five years; (4) as elements of actual cost: interest on bonds, payment in stock and bonds, payments to bankers for aid in floating the bonds, payments for services in financing the company and interest on the cost of the plant after its completion. *Held*, that the exceptions be sustained and a new trial granted. *United States v. Boston, Cape Cod and New York Canal Co.*, 271 Fed. 877 (1st Circ.).

For a discussion of the principles involved in this case, see NOTES, *supra*, page 76.

FIXTURES—REMOVAL—EFFECT OF AGREEMENT ON CHARACTER OF PROPERTY. — The defendant leased lands to the plaintiff who covenanted that he would erect thereon certain buildings, and would remove them at the expiration of his lease or within three months thereafter. There was no express provision in the lease respecting the ownership of the buildings. The plaintiff failed to remove the buildings within the specified time, and the